

1 BILL NO. G-97-06-06 (AS AMENDED)

2 GENERAL ORDINANCE NO. G-*For*

3 AN ORDINANCE AMENDING CHAPTER 152:  
4 HOUSING AND BUILDING STANDARDS  
CONTAINED IN TITLE XV: LAND USAGE

5 WHEREAS, A joint inspection of a rental unit at  
6 the consummation of a lease furthers the City of Fort Wayne's  
7 interest in promoting the public health, safety, and welfare  
in specific existing rental units and their premises; and

8 WHEREAS, A joint inspection will protect both  
9 parties' interests, as well as the interest of Fort Wayne and  
its neighborhoods; and

10 WHEREAS, A joint inspection required by owners and  
11 tenants will help to more effectively identify owners and  
12 tenants and will provide Neighborhood Code Enforcement a more  
effective means of enforcing existing Neighborhood Code  
Enforcement regulations; and

13 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
OF THE CITY OF FORT WAYNE, INDIANA:

14 SECTION 1. That Title XV: Land Usage, of the City  
15 of Fort Wayne Code of Ordinances shall be amended at Chapter  
16 152: Housing and Building Standards, to add a new Section to  
be designated Section 152.25 which Section shall be titled  
"Joint Inspections Required Between Owners and Tenants."

17 SECTION 2. That the following is adopted as  
18 Section 152.25: Joint Inspections Required Between Owners and  
19 Tenants, under Title XV: Land Usage, of the City of Fort  
Wayne Code of Ordinances:

20 Section 152.25 Joint Inspections Required Between  
21 Owners and Tenants

22 (A) Definitions. The terms, Owner, Dwelling,  
23 Single Family Dwelling, Multi-Family Dwelling, Dwelling  
24 Unit, and other terms noted in initial caps  
25 throughout this Ordinance shall have the meanings  
26 as set forth in Section 152.01 of this Chapter  
27 unless specifically otherwise defined herein. The  
term "Tenant or Tenants" as used herein shall mean  
28 the individual or individuals entering into a lease  
29 agreement with an Owner to occupy a specific  
30 Dwelling or Dwelling Unit. Whenever used, the term  
"Joint Inspection or Joint Inspections" shall mean

1 both an interior and exterior inspection to be  
2 undertaken in a manner that is otherwise in  
3 compliance with this Ordinance.

4 (B) Joint Inspections Between The Owner or Owner's  
5 Agent and Tenant(s). Form for Inspection. Joint  
6 Inspections are required at the consummation of a  
7 lease for all Dwellings, Single Family Dwellings and  
8 Multi-Family Dwellings. The definitions of  
9 Dwellings and the structures for which this Chapter  
10 is applicable shall be deemed to mean Dwellings  
11 with the capability of housing up to and including  
12 three (3) separate Dwelling Units, however, this  
13 definition is meant to specifically exclude  
14 apartment complexes. For the purposes of this  
15 Ordinance, an apartment complex is defined as a  
16 Community of Dwellings which is accessed interior  
17 access streets or driveways, which streets or  
18 driveways are used primarily for the purpose of  
19 obtaining access to the various Dwellings. The  
20 exterior and the interior of the rental Dwelling  
21 will be included in the Joint Inspection process.  
22 Each Joint Inspection shall be undertaken utilizing  
23 a form as shall be prescribed by the Neighborhood  
24 Code Enforcement (hereinafter "NCE"). Said form  
25 shall be designated "Joint Inspection Report" and  
26 shall be hereinafter referred to as "Joint  
27 Inspection Report." The Owner or Owner's agent  
28 shall be responsible to complete the Joint  
29 Inspection Report in detail with all of the  
30 appropriate requested information. The information  
contained on the Joint Inspection Report form shall  
include but shall not be limited to the name and  
address of the Owner, or the Owner's agent, if  
applicable, a local street address for the Owner or  
the Owner's agent (P.O. Box not acceptable) where  
the Owner or the Owner's agent can be contacted,  
and a local phone number for the Owner or the  
Owner's Agent. A local phone number is defined as  
a number which can be accessed from Allen County  
which will not result in any long distance charges  
to anyone attempting to access the Owner or the  
Owner's agent to whom the number belongs. The  
Joint Inspection Report shall also contain a  
provision in the form of an affidavit to be  
executed by the Owner or Owner's agent specifying  
that the Tenant has received a copy of the "Summary  
of Tenants and Owner's Rights and  
Responsibilities." The Joint Inspection Report  
shall contain such other information as the NCE  
deems necessary and appropriate.

27 (C) Summary of Tenant's and Owner's Rights and  
28 Responsibilities. In addition, the Owner or the



1 Owner's agent shall provide to each Tenant, at or  
2 before the commencement of occupancy, a Summary of  
3 Tenants' and Owner's Rights and Responsibilities,  
4 in such form as shall be prescribed by the NCE.  
5 For purposes of this subsection it shall be  
6 sufficient if the Owner furnishes one copy of the  
7 summary to each Dwelling unit at or before each  
8 change in occupancy.

9 (D) Timing and Substance of Joint Inspection. The  
10 Owner or the Owner's agent shall contact the  
11 Tenant(s) and arrange a joint inspection of the  
12 leased Dwelling or Dwelling Unit to occur within  
13 ten (10) days of the Tenant(s) occupancy of the  
14 leased Dwelling Unit. The Owner or the Owner's  
15 agent and the Tenant(s) may at the time of the  
16 Joint Inspection jointly complete an Inventory and  
17 Damage List and such list shall be signed by all of  
18 the parties to the lease agreement and attached to  
19 the Joint Inspection Report. No City or County  
20 employee shall be required to be present at the  
21 initial Joint Inspection. This inspection shall be  
22 attended only by the Owner or the Owner's agent and  
23 the Tenant(s). It is acceptable for the inspection  
24 process to be witnessed by any third party agreed  
25 upon mutually by the Owner or the Owner's agent and  
26 the Tenant(s).

27 (E) Responsibility for Initiating the Joint  
28 Inspection Procedure. The Owner shall have the  
29 duty to initiate the Joint Inspection either  
30 personally or through his or its designated agent.  
The Tenant(s) and the Owner shall have an  
affirmative duty to make a good faith effort in  
scheduling the Joint Inspection. The Owner at all  
times may act through its designated agent,  
however, failure of the designated agent to act in  
compliance with this Ordinance shall not relieve  
the Owner of his or its responsibility under the  
Ordinance. In the event the Owner or the Owner's  
agent is unable to schedule an inspection with the  
Tenant through contacting the Tenant by telephone,  
personal message or personal contact, the Owner or  
the Owner's agent may show compliance with this  
section by producing the following (i) a photo or  
carbon copy of a letter to Tenant stating the time  
and place of inspection; and (ii) a normal  
business record showing that this letter was mailed  
to the Tenant by first class mail at least three  
(3) days prior to the date of the inspection. If  
the Owner or Owner's agent cannot arrange a Joint  
Inspection pursuant to the above procedures, the  
Owner or the Owner's agent shall complete the  
inspection.

1           (F)     Delivery of Copies to Neighborhood Code  
2     Enforcement.   The portion of the Joint Inspection  
3     Report listing name, address, and local telephone  
4     number of Owner, Owner's agent, and Tenant(s),  
5     shall be delivered by the Owner or Owner's Agent  
6     within ten (10) working days of the inspection to  
7     NCE, along with a \$5.00 processing fee. The Owner  
8     or the Owner's agent shall retain the remainder of  
9     the Joint Inspection Report, the optional Inventory  
10    and Damage List, the Summary of Tenant's and  
11    Owner's Rights and Responsibilities and any other  
12    attachments to the form as prescribed herein.  
13    These forms (or copies thereof) shall be made  
14    available to the NCE department within seven (7)  
15    business days of request. These documents shall be  
16    retained for a total of three (3) years following  
17    termination of the lease. The Owner or the Owner's  
18    agent shall notify the NCE in writing of any change  
19    in the Owner's and the Owner's agent information  
20    contained on the Joint Inspection Report including,  
21    but not limited to, change of ownership, agent,  
22    address or phone number. This notification of  
23    change must be completed within ten (10) days of  
24    the date of the change. The initial information  
25    provided on the Joint Inspection Report pursuant to  
26    this Ordinance shall not be the cause for any  
27    action to be undertaken by the NCE, against the  
28    Owner of a Dwelling. Notwithstanding the  
29    foregoing, nothing in this Ordinance shall be  
30    deemed to eliminate any rights that the NCE has  
   under any other provisions of Chapter 152 of the  
   Fort Wayne Code of Ordinances with respect to  
   undertaking inspections and following other  
   procedures as specified in Chapter 152 in order to  
   enforce NCE ordinances and regulations.

19           (G)     Forms to be Made Available by the City of Fort  
20     Wayne.   Both the Joint Inspection Report form and  
21     the Summary of Tenant's and Owner's Rights and  
22     Responsibilities form shall be made available free  
23     of charge both at the Neighborhood Code Enforcement  
24     office and the City Clerk's office. If an Owner so  
25     wishes, he may provide his own, unaltered copies at  
26     his own expense after first obtaining a master copy  
27     from the City of Fort Wayne. An Owner providing  
28     his own copies shall bear the responsibility of  
29     ensuring that the forms are current.

25           (H)     Penalties.   Failure of the Owner or the  
26     Owner's agent to comply with any provision  
27     contained in this Ordinance shall result in an  
28     infraction committed by the Owner that is  
29     punishable by a fine of \$25.00. for each  
30     infraction. For the purposes of this section, the



1 maximum fine to be charged against any Owner shall  
2 be limited to \$25,00 per infraction per lease per  
3 year. For the purposes of this section, failure to  
4 initiate the inspection, failure to conduct the  
5 Joint Inspection, failure to provide a current copy  
6 of the Summary of Tenant's and Owner's Rights and  
7 Responsibilities to Tenant, failure to complete the  
8 Joint Inspection Report form, failure to update the  
9 Owner or agent information, failure to submit that  
10 portion of the Joint Inspection Report listing  
11 name, address, and local telephone number of the  
12 Owner, Owner's agent and Tenant to the NCE, failure  
13 to submit any other portion of the Joint Inspection  
14 Report or any other documents as required hereunder  
15 to the NCE upon request, and and any other failure  
16 to comply with or other violation of this Ordinance  
17 shall be deemed an infraction subject to the  
18 penalties set out herein. Each Dwelling Unit owned  
19 by a particular Owner and lease agreement  
20 associated with the Dwelling Unit, shall constitute  
21 a separate and distinct Owner and Tenant  
22 relationship for the purposes of compliance with  
23 this Ordinance.

24 (I) Enforcing Authority. The authority for  
25 enforcing this Section of Chapter 152 shall be with  
26 the Neighborhood Code Enforcement Department and  
27 shall be governed by other enforcement provisions  
28 and authority granted to the NCE pursuant to this  
29 Chapter 152 of the Fort Wayne Code of Ordinances.

30 (J) Joint Inspection by all Owners Before July 1, 1999. All Owners of rental Dwelling Units which  
are subject to the terms of this Ordinance shall,  
on or before July 1, 1999, be required to submit  
name, address, and local telephone number of the  
Owner, Owner's Agents, and Tenant(s) pursuant to  
the terms of this Ordinance. This will be an  
obligation of Owners whether or not a new lease  
and/or a new Tenant relationship has been entered  
into during that time period prior to July 1, 1999.  
The Owner or Owner's agent shall be required to  
submit a \$5.00 processing fee, with the submission  
of its report to the NCE department. An Owner's  
failure to comply with this provision shall be a  
violation of this Ordinance, subject to penalties  
as set forth in subsection (1) of this Section  
152.25 of the Fort Wayne Code of Ordinances.

SECTION 3. Severability. Should any section,  
paragraph, sentence, clause or phrase of this Ordinance be  
declared unconstitutional or invalid for any reasons, the  
remainder of said Ordinance shall not be affected thereby.

1           SECTION 4. Conflict of Ordinances. In any case  
2 where a provision of this Ordinance is found to be in conflict  
3 with any provision of any ordinance or standard of the City of  
4 Fort Wayne, the provision which establishes the higher  
5 standard for the promotion and protection of the health and  
6 safety of the people shall prevail. If any provision of this  
7 ordinance are in conflict with state law, the state law  
8 prevails.

9           SECTION 5. Pending Actions. This Chapter shall  
10 not be construed or held to repeal any former Ordinance as to  
11 any offense committed against such former ordinance or as to  
12 any act done, any penalty, forfeiture or punishment so  
13 incurred or any right accrued or claim arising under the  
14 former ordinance.

15           SECTION 6. Sunset Provisions. Unless extended by  
16 subsequent Ordinance or other action by the Common Council of  
17 the City of Fort Wayne, this Ordinance will cease to be in  
18 effect as of June 30, 2002. On or about July 1, 2001, the NCE  
19 department shall evaluate the effectiveness of this Ordinance  
20 and shall issue its findings to the members of the Common  
21 Council of the City of Fort Wayne, which findings shall be  
22 issued not later than November 1, 2001.

23           SECTION 7. Except as limited by Section 6 of this  
24 Ordinance, this Ordinance shall be in full force and effect  
25 from and after its passage, any and all necessary approval by  
26 the Mayor and any publication or other notice required by  
27 Indiana law.

28  
29  
30  
Thomas E. Hayhurst  
Council Member



Read the first time in full and on motion by \_\_\_\_\_,  
and duly adopted, read the second time by title and referred to the Committee on \_\_\_\_\_,  
(and the City Plan Commission for recommendation)  
and Public Hearing to be held after due legal notice, at the Common Council Conference  
Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_,  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_  
o'clock \_\_\_\_\_ M., E.S.T.

DATED: \_\_\_\_\_

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by \_\_\_\_\_,  
and duly adopted, placed on its passage. PASSED  
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	3	4		2
BENDER		✓		
CRAWFORD		✓		
EDMONDS	✓			
HALL	✓			
HAYHURST	✓			
HENRY				✓
LUNSEY		✓		
RAVINE				✓
SCHMIDT		✓		

DATED: 7-8-97

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,  
as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL)  
(ZONING) ORDINANCE RESOLUTION NO. \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

ATTEST:

SEAL

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, at the hour of \_\_\_\_\_  
o'clock \_\_\_\_\_ M., E.S.T.

PAUL HELMKE, MAYOR

## COMMITTEE SESSION

\*\*\*\*\*  
\*\*\*\*\*

### AGENDA

#### FORT WAYNE COMMON COUNCIL

JULY 8, 1997

\*\*\*\*\*

5:30 P.M.

COMMITTEE SESSION

COMMON COUNCIL CONFERENCE ROOM 128

\*\*\*\*\*

PRESIDING OVER THE STANDING  
COMMITTEE OF THE COMMON COUNCIL

DONALD J. SCHMIDT  
PRESIDING OFFICER

SECRETARY OF THE COMMITTEE  
SESSION OF THE COMMON COUNCIL

SANDRA E. KENNEDY  
CITY CLERK

LEGAL ADVISOR TO MEMBERS  
OF THE COMMON COUNCIL

JOSEPH G. BONAHOOM  
PHILIP H. LARMORE  
COUNCIL ATTORNEYS

\*\*\*\*\*

BENDER No, CRAWFORD No, EDMONDS Yes

HALL Yes, HAYHURST Yes, HENRY Absent

LUNSEY No, RAVINE Absent, SCHMIDT No

\*\*\*\*\*

Yes  
Yes  
Edmonds  
Hall  
Hayhurst

No  
No  
Bender  
Crawford  
Lunsey  
Schmidt

I Absent



AN ORDINANCE AMENDING  
CHAPTER 152: HOUSING AND BUILDING STANDARDS  
CONTAINED IN TITLE XV: LAND USAGE

**WHEREAS,** Promoting healthy contractual relationships between tenants and owners within our community is of significant importance; and

**WHEREAS,** A joint inspection of a rental unit at the consummation of a lease is in the best interest of both owners and tenants; and

**WHEREAS,** The procedure furthers the City of Fort Wayne's interest in promoting the public health, safety, and welfare in specific existing rental units and their premises; and

**WHEREAS,** A joint inspection will protect both parties' interests, as well as the interest of Fort Wayne and its neighborhoods; and

**WHEREAS,** A joint inspection required by owners and tenants will help to more effectively identify owners and tenants and will provide Neighborhood Code Enforcement a more effective means of enforcing existing Neighborhood Code Enforcement regulations; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That Title XV: Land Usage, of the City of Fort Wayne Code of Ordinances shall be amended at Chapter 152: Housing and Building Standards, to add a new Section to be designated Section 152.25 which Section shall be titled "Joint Inspections Required Between Owners and Tenants."

**SECTION 2.** That the following is adopted as Section 152.25: Joint Inspections Required Between Owners and Tenants, under Title XV: Land Usage, of the City of Fort Wayne Code of Ordinances:

Section 152.25. Joint Inspections Required Between Owners and Tenants.

**(A) Definitions.** The terms, Owner, Dwelling, Single Family Dwelling, Multi-Family Dwelling, Dwelling Unit, and other terms noted in initial caps throughout this Ordinance shall have the meanings as set forth in Section 152.01 of this Chapter unless specifically otherwise defined herein. The term "Tenant or Tenants" as used herein shall mean the individual or individuals entering into a lease agreement with an Owner to occupy a specific Dwelling or Dwelling Unit. Whenever used, the term "Joint Inspection or Joint Inspections" shall mean both an interior and exterior inspection to be undertaken in a manner that is otherwise in compliance with this Ordinance.

**(B) Joint Inspections Between The Owner or Owner's Agent and Tenant(s). Form for Inspection.** Joint Inspections are required at the consummation of a lease for all Dwellings, Single Family Dwellings and Multi-Family Dwellings. The definitions of Dwellings and the structures for which this Chapter is applicable shall be deemed to mean Dwellings with the capability of housing up to and including three (3) separate Dwelling Units, however, this definition is meant to specifically exclude apartment complexes. For the purposes of this Ordinance, an apartment complex



1 is defined as a Community of Dwellings which is accessed by interior access streets or driveways,  
2 which streets or driveways are used primarily for the purpose of obtaining access to the various  
3 Dwellings. The exterior and the interior of the rental Dwelling will be included in the Joint  
4 Inspection process. Each Joint Inspection shall be undertaken utilizing a form as shall be prescribed  
5 by the Neighborhood Code Enforcement (hereinafter "NCE"). Said form shall be designated "Joint  
6 Inspection Report" and shall be hereinafter referred to as "Joint Inspection Report." The Owner or  
7 Owner's agent shall be responsible to complete the Joint Inspection Report in detail with all of the  
8 appropriate requested information. The information contained on the Joint Inspection Report form  
9 shall include but shall not be limited to the name and address of the Owner, or the Owner's agent, if  
10 applicable, a local street address for the Owner or the Owner's agent (P.O. Box not acceptable) where  
11 the Owner or the Owner's agent can be contacted, and a local phone number for the Owner or the  
12 Owner's Agent. A local phone number is defined as a number which can be accessed from Allen  
13 County which will not result in any long distance charges to anyone attempting to access the Owner  
14 or the Owner's agent to whom the number belongs. The Joint Inspection Report shall also contain  
15 a provision in the form of an affidavit to be executed by the Owner or Owner's agent specifying that  
16 the Tenant has received a copy of the "Summary of Tenants and Owner's Rights and  
17 Responsibilities." The Joint Inspection Report shall contain such other information as the NCE  
18 deems necessary and appropriate.  
19

20 **(C) Summary of Tenant's and Owner's Rights and Responsibilities.** In addition, the Owner  
21 or the Owner's agent shall provide to each Tenant, at or before the commencement of occupancy, a  
22 Summary of the Tenants' and Owner's Rights and Responsibilities, in such form as shall be  
23 prescribed by the NCE. For purposes of this subsection it shall be sufficient if the Owner furnishes  
24 one copy of the summary to each Dwelling unit at or before each change in occupancy. .  
25

26 **(D) Timing and Substance of Joint Inspection.** The Owner or the Owner's agent shall contact  
27 the Tenant(s) and arrange a joint inspection of the leased Dwelling or Dwelling Unit to occur within  
28 ten (10) days of the Tenant(s)' occupancy of the leased Dwelling Unit. The Owner or the Owner's  
29 agent and the Tenant(s) may at the time of the Joint Inspection jointly complete an Inventory and  
30 Damage List and such list shall be signed by all of the parties to the lease agreement and attached to  
31 the Joint Inspection Report. No City or County employee shall be required to be present at the initial  
32 Joint Inspection. This inspection shall be attended only by the Owner or the Owner's agent and the  
33 Tenant(s). It is acceptable for the inspection process to be witnessed by any third party agreed upon  
34 mutually by the Owner or the Owner's agent and the Tenant(s).  
35

36 **(E) Responsibility for Initiating the Joint Inspection Procedure.** The Owner shall have the  
37 duty to initiate the Joint Inspection either personally or through his or its designated agent. The  
38 Tenant(s) and the Owner shall have an affirmative duty to make a good faith effort in scheduling the  
39 Joint Inspection. The Owner at all times may act through its designated agent, however, failure of  
40 the designated agent to act in compliance with this Ordinance shall not relieve the Owner of his or  
41 its responsibility under the Ordinance. In the event the Owner or the Owner's agent is unable to  
42 schedule an inspection with the Tenant through contacting the Tenant by telephone, personal message  
43 or personal contact, the Owner or the Owner's agent may show compliance with this section by  
44 producing the following: (i) a photo or carbon copy of a letter to Tenant stating the time and place  
45 of inspection; and (ii) a normal business record showing that this letter was mailed to the Tenant by  
46 first class mail at least three (3) days prior to the date of the inspection. If the Owner or Owner's  
47 agent cannot arrange a Joint Inspection pursuant to the above procedures, the Owner or the Owner's  
48 agent shall complete the inspection.



1 (F) **Delivery of Copies to Neighborhood Code Enforcement.** That portion of the Joint  
2 Inspection Report listing name, address, and local telephone number of Owner, Owner's agent, and  
3 Tenant(s), shall be delivered by the Owner or Owner's Agent within ten (10) working days of the  
4 inspection to NCE, along with a \$5.00 processing fee. The Owner or the Owner's agent shall retain  
5 the remainder of the Joint Inspection Report, the optional Inventory and Damage List, the Summary  
6 of Tenant's and Owner's Rights and Responsibilities and any other attachments to the form as  
7 prescribed herein. These forms (or copies thereof) shall be made available to the NCE department  
8 within seven (7) business days of request. These documents shall be retained for a total of three (3)  
9 years following termination of the lease. The Owner or the Owner's agent shall notify the NCE in  
10 writing of any change in the Owner's and the Owner's agent information contained on the Joint  
11 Inspection Report including, but not limited to, change of ownership, agent, address or phone  
12 number. This notification of change must be completed within ten (10) days of the date of the  
13 change. The initial information provided on the Joint Inspection Report pursuant to this Ordinance  
14 shall not be the cause for any action to be undertaken by the NCE, against the Owner of a Dwelling.  
15 Notwithstanding the foregoing, nothing in this Ordinance shall be deemed to eliminate any rights that  
16 the NCE has under any other provisions of Chapter 152 of the Fort Wayne Code of Ordinances with  
17 respect to undertaking inspections and following other procedures as specified in Chapter 152 in  
18 order to enforce NCE ordinances and regulations.  
19

20 (G) **Forms to be Made Available by the City of Fort Wayne.** Both the Joint Inspection Report  
21 form and the Summary of Tenant's and Owner's Rights and Responsibilities form shall be made  
22 available free of charge both at the Neighborhood Code Enforcement office and the City Clerk's  
23 office. If an Owner so wishes, he may provide his own, unaltered copies at his own expense after  
24 first obtaining a master copy from the City of Fort Wayne. An Owner providing his own copies shall  
25 bear the responsibility of ensuring that the forms are current.  
26

27 (H) **Penalties.** Failure of the Owner or the Owner's agent to comply with any provision  
28 contained in this Ordinance shall result in an infraction committed by the Owner that is punishable  
29 by a fine of \$25.00 for each infraction. For the purposes of this section, the maximum fine to be  
30 charged against any Owner shall be limited to \$25.00 per infraction per lease per year. For the  
31 purposes of this section, failure to initiate the inspection, failure to conduct the Joint Inspection,  
32 failure to provide a current copy of the Summary of Tenant's and Owner's Rights and Responsibilities  
33 to Tenant, failure to complete the Joint Inspection Report form, failure to update the Owner or agent  
34 information, failure to submit that portion of the Joint Inspection Report listing name, address, and  
35 local telephone number of the Owner, Owner's agent and Tenant to the NCE, failure to submit any  
36 other portion of the Joint Inspection Report or any other documents as required hereunder to the NCE  
37 upon request, and any other failure to comply with or other violation of this Ordinance shall be  
38 deemed an infraction subject to the penalties set out herein. Each Dwelling Unit owned by a  
39 particular Owner and lease agreement associated with the Dwelling Unit, shall constitute a separate  
40 and distinct Owner and Tenant relationship for the purposes of compliance with this Ordinance.  
41

42 (I) **Enforcing Authority.** The authority for enforcing this Section of Chapter 152 shall be with  
43 the Neighborhood Code Enforcement Department and shall be governed by other enforcement  
44 provisions and authority granted to the NCE pursuant to this Chapter 152 of the Fort Wayne Code  
45 of Ordinances.  
46  
47

1 (J) **Joint Inspection by all Owners Before July 1, 1999.** All Owners of rental Dwelling Units  
2 which are subject to the terms of this Ordinance shall, on or before July 1, 1999, be required to  
3 submit name, address, and local telephone number of the Owner, Owner's Agents, and Tenant(s)  
4 pursuant to the terms of this Ordinance. This will be an obligation of Owners whether or not a new  
5 lease and/or a new Tenant relationship has been entered into during that time period prior to July 1,  
6 1999. The Owner or Owner's agent shall be required to submit a \$5.00 processing fee, with the  
7 submission of its report to the NCE department. An Owner's failure to comply with this provision  
8 shall be a violation of this Ordinance, subject to penalties as set forth in subsection (I) of this Section  
9 152.25 of the Fort Wayne Code of Ordinances.

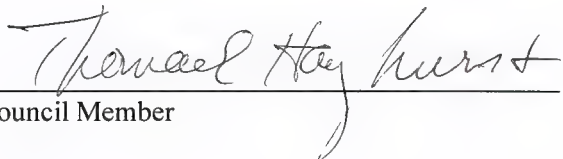
10  
11 **SECTION 3. Severability.** Should any section, paragraph, sentence, clause or phrase of this  
12 Ordinance be declared unconstitutional or invalid for any reasons, the remainder of said Ordinance shall not  
13 be affected thereby.  
14

15 **SECTION 4. Conflict of Ordinances.** In any case where a provision of this Ordinance is found  
16 to be in conflict with any provision of any ordinance or standard of the City of Fort Wayne, the provision  
17 which establishes the higher standard for the promotion and protection of the health and safety of the people  
18 shall prevail. If any provisions of this ordinance are in conflict with state law, the state law prevails.  
19

20 **SECTION 5. Pending Actions.** This Chapter shall not be construed or held to repeal any former  
21 Ordinance as to any offense committed against such former ordinance or as to any act done, any penalty,  
22 forfeiture or punishment so incurred or any right accrued or claim arising under the former ordinance.  
23

24 **SECTION 6. Sunset Provisions.** Unless extended by subsequent Ordinance or other action by  
25 the Common Council of the City of Fort Wayne, this Ordinance will cease to be in effect as of June 30, 2002.  
26 On or about July 1, 2001, the NCE department shall evaluate the effectiveness of this Ordinance and shall  
27 issue its findings to the members of the Common Council of the City of Fort Wayne, which findings shall  
28 be issued not later than November 1, 2001.  
29

30 **SECTION 7.** Except as limited by Section 6 of this Ordinance, this Ordinance shall be in full force  
31 and effect from and after its passage, any and all necessary approval by the Mayor and any publication or  
32 other notice required by Indiana law.  
33

34  
35   
36 Council Member

37  
38 **APPROVED AS TO FORM AND LEGALITY**

39  
40   
41 Joseph G. Bonahoom, Attorney for City Council  
42  
43

W:\UGB\373.001\1041.ORD



BILL NO. G-97-06-06 (as amended)

REPORT OF THE COMMITTEE ON REGULATIONS

THOMAS E. HAYHURST - REBECCA J. RAVINE - CO-CHAIR  
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON REGULATIONS TO  
WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) amending  
Chapter 152: Housing and Building Standards contained in Title XV:  
Land Usage

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Thomas E. Hayhurst*  
*Rebecca J. Ravine*

*Martin D. B...*  
*D. S. Kim*  
*Michael J. ...*  
*John P. ...*  
*John W. ...*

DATED:

Sandra E. Kennedy  
City Clerk

1 BILL NO G-97-06-06

2 GENERAL ORDINANCE NO. \_\_\_\_\_

3 *As Amended*

4 AN ORDINANCE AMENDING  
5 CHAPTER 152: HOUSING AND BUILDING STANDARDS  
6 CONTAINED IN TITLE XV: LAND USAGE

7  
8 ~~WHEREAS, Promoting healthy contractual relationships between tenants and owners within our~~  
9 ~~community is of significant importance; and~~

10  
11 ~~WHEREAS, A joint inspection of a rental unit at the consummation of a lease is in the best interest~~  
12 ~~of both owners and tenants; and~~

13  
14 *START* WHEREAS, The procedure furthers the City of Fort Wayne's interest in promoting the public health,  
15 safety, and welfare in specific existing rental units and their premises; and

16  
17 WHEREAS, A joint inspection will protect both parties' interests, as well as the interest of Fort  
18 Wayne and its neighborhoods; and

19  
20 WHEREAS, A joint inspection required by owners and tenants will help to more effectively identify  
21 owners and tenants and will provide Neighborhood Code Enforcement a more effective means of enforcing  
22 existing Neighborhood Code Enforcement regulations; and

23  
24  
25 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
26 FORT WAYNE, INDIANA:

27  
28 SECTION 1. That Title XV: Land Usage, of the City of Fort Wayne Code of Ordinances shall be  
29 amended at Chapter 152: Housing and Building Standards, to add a new Section to be designated Section  
30 152.25 which Section shall be titled "Joint Inspections Required Between Owners and Tenants."

31  
32 SECTION 2. That the following is adopted as Section 152.25: Joint Inspections Required Between  
33 Owners and Tenants, under Title XV: Land Usage, of the City of Fort Wayne Code of Ordinances:

34  
35 Section 152.25. Joint Inspections Required Between Owners and Tenants.

36  
37 (A) **Definitions.** The terms, Owner, Dwelling, Single Family Dwelling, Multi-Family Dwelling,  
38 Dwelling Unit, and other terms noted in initial caps throughout this Ordinance shall have the  
39 meanings as set forth in Section 152.01 of this Chapter unless specifically otherwise defined herein.  
40 The term "Tenant or Tenants" as used herein shall mean the individual or individuals entering into  
41 a lease agreement with an Owner to occupy a specific Dwelling or Dwelling Unit. Whenever used,  
42 the term "Joint Inspection or Joint Inspections" shall mean both an interior and exterior inspection  
43 to be undertaken in a manner that is otherwise in compliance with this Ordinance.

44  
45 (B) **Joint Inspections Between The Owner or Owner's Agent and Tenant(s). Form for**  
46 **Inspection.** Joint Inspections are required at the consummation of a lease for all Dwellings, Single  
47 Family Dwellings and Multi-Family Dwellings. The definitions of Dwellings and the structures for  
48 which this Chapter is applicable shall be deemed to mean Dwellings with the capability of housing  
49 up to and including three (3) separate Dwelling Units, however, this definition is meant to  
50 specifically exclude apartment complexes. For the purposes of this Ordinance, an apartment complex



1 is defined as a Community of Dwellings which is accessed by interior access streets or driveways,  
2 which streets or driveways are used primarily for the purpose of obtaining access to the various  
3 Dwellings. The exterior and the interior of the rental Dwelling will be included in the Joint  
4 Inspection process. Each Joint Inspection shall be undertaken utilizing a form as shall be prescribed  
5 by the Neighborhood Code Enforcement (hereinafter "NCE"). Said form shall be designated "Joint  
6 Inspection Report" and shall be hereinafter referred to as "Joint Inspection Report." The Owner or  
7 Owner's agent shall be responsible to complete the Joint Inspection Report in detail with all of the  
8 appropriate requested information. The information contained on the Joint Inspection Report form  
9 shall include but shall not be limited to the name and address of the Owner, or the Owner's agent, if  
10 applicable, a local street address for the Owner or the Owner's agent (P.O. Box not acceptable) where  
11 the Owner or the Owner's agent can be contacted, and a local phone number for the Owner or the  
12 Owner's Agent. A local phone number is defined as a number which can be accessed from Allen  
13 County which will not result in any long distance charges to anyone attempting to access the Owner  
14 or the Owner's agent to whom the number belongs. The Joint Inspection Report shall also contain  
15 a provision in the form of an affidavit to be executed by the Owner or Owner's agent specifying that  
16 the Tenant has received a copy of the "Summary of Tenants and Owner's Rights and  
17 Responsibilities." The Joint Inspection Report shall contain such other information as the NCE  
18 deems necessary and appropriate.  
19

20 (C) **Summary of Tenant's and Owner's Rights and Responsibilities.** In addition, the Owner  
21 or the Owner's agent shall provide to each Tenant, at or before the commencement of occupancy, a  
22 Summary of the Tenants' and Owner's Rights and Responsibilities, in such form as shall be  
23 prescribed by the NCE. For purposes of this subsection it shall be sufficient if the Owner furnishes  
24 one copy of the summary to each Dwelling unit at or before each change in occupancy. .  
25

26 (D) **Timing and Substance of Joint Inspection.** The Owner or the Owner's agent shall contact  
27 the Tenant(s) and arrange a joint inspection of the leased Dwelling or Dwelling Unit to occur within  
28 ten (10) days of the Tenant(s)' occupancy of the leased Dwelling Unit. The Owner or the Owner's  
29 agent and the Tenant(s) may at the time of the Joint Inspection jointly complete an Inventory and  
30 Damage List and such list shall be signed by all of the parties to the lease agreement and attached to  
31 the Joint Inspection Report. No City or County employee shall be required to be present at the initial  
32 Joint Inspection. This inspection shall be attended only by the Owner or the Owner's agent and the  
33 Tenant(s). It is acceptable for the inspection process to be witnessed by any third party agreed upon  
34 mutually by the Owner or the Owner's agent and the Tenant(s).  
35

36 (E) **Responsibility for Initiating the Joint Inspection Procedure.** The Owner shall have the  
37 duty to initiate the Joint Inspection either personally or through his or its designated agent. The  
38 Tenant(s) and the Owner shall have an affirmative duty to make a good faith effort in scheduling the  
39 Joint Inspection. The Owner at all times may act through its designated agent, however, failure of  
40 the designated agent to act in compliance with this Ordinance shall not relieve the Owner of his or  
41 its responsibility under the Ordinance. In the event the Owner or the Owner's agent is unable to  
42 schedule an inspection with the Tenant through contacting the Tenant by telephone, personal message  
43 or personal contact, the Owner or the Owner's agent may show compliance with this section by  
44 producing the following: (i) a photo or carbon copy of a letter to Tenant stating the time and place  
45 of inspection; and (ii) a normal business record showing that this letter was mailed to the Tenant by  
46 first class mail at least three (3) days prior to the date of the inspection. If the Owner or Owner's  
47 agent cannot arrange a Joint Inspection pursuant to the above procedures, the Owner or the Owner's  
48 agent shall complete the inspection.



1 (F) **Delivery of Copies to Neighborhood Code Enforcement.** That portion of the Joint  
2 Inspection Report listing name, address, and local telephone number of Owner, Owner's agent, and  
3 Tenant(s), shall be delivered by the Owner or Owner's Agent within ten (10) working days of the  
4 inspection to NCE, along with a \$5.00 processing fee. The Owner or the Owner's agent shall retain  
5 the remainder of the Joint Inspection Report, the optional Inventory and Damage List, the Summary  
6 of Tenant's and Owner's Rights and Responsibilities and any other attachments to the form as  
7 prescribed herein. These forms (or copies thereof) shall be made available to the NCE department  
8 within seven (7) business days of request. These documents shall be retained for a total of three (3)  
9 years following termination of the lease. The Owner or the Owner's agent shall notify the NCE in  
10 writing of any change in the Owner's and the Owner's agent information contained on the Joint  
11 Inspection Report including, but not limited to, change of ownership, agent, address or phone  
12 number. This notification of change must be completed within ten (10) days of the date of the  
13 change. The initial information provided on the Joint Inspection Report pursuant to this Ordinance  
14 shall not be the cause for any action to be undertaken by the NCE, against the Owner of a Dwelling.  
15 Notwithstanding the foregoing, nothing in this Ordinance shall be deemed to eliminate any rights that  
16 the NCE has under any other provisions of Chapter 152 of the Fort Wayne Code of Ordinances with  
17 respect to undertaking inspections and following other procedures as specified in Chapter 152 in  
18 order to enforce NCE ordinances and regulations. Authority

20 (G) **Forms to be Made Available by the City of Fort Wayne.** Both the Joint Inspection Report  
21 form and the Summary of Tenant's and Owner's Rights and Responsibilities form shall be made  
22 available free of charge both at the Neighborhood Code Enforcement office and the City Clerk's  
23 office. If an Owner so wishes, he may provide his own, unaltered copies at his own expense after  
24 first obtaining a master copy from the City of Fort Wayne. An Owner providing his own copies shall  
25 bear the responsibility of ensuring that the forms are current.

27 (H) **Penalties.** Failure of the Owner or the Owner's agent to comply with any provision  
28 contained in this Ordinance shall result in an infraction committed by the Owner that is punishable  
29 by a fine of \$25.00 for each infraction. For the purposes of this section, the maximum fine to be  
30 charged against any Owner shall be limited to \$25.00 per infraction per lease per year. For the  
31 purposes of this section, failure to initiate the inspection, failure to conduct the Joint Inspection,  
32 failure to provide a current copy of the Summary of Tenant's and Owner's Rights and Responsibilities  
33 to Tenant, failure to complete the Joint Inspection Report form, failure to update the Owner or agent  
34 information, failure to submit that portion of the Joint Inspection Report listing name, address, and  
35 local telephone number of the Owner, Owner's agent and Tenant to the NCE, failure to submit any  
36 other portion of the Joint Inspection Report or any other documents as required hereunder to the NCE  
37 upon request, and any other failure to comply with or other violation of this Ordinance shall be  
38 deemed an infraction subject to the penalties set out herein. Each Dwelling Unit owned by a  
39 particular Owner and lease agreement associated with the Dwelling Unit, shall constitute a separate  
40 and distinct Owner and Tenant relationship for the purposes of compliance with this Ordinance.

42 (I) **Enforcing Authority.** The authority for enforcing this Section of Chapter 152 shall be with  
43 the Neighborhood Code Enforcement Department and shall be governed by other enforcement  
44 provisions and authority granted to the NCE pursuant to this Chapter 152 of the Fort Wayne Code  
45 of Ordinances.



1 (J) **Joint Inspection by all Owners Before July 1, 1999.** All Owners of rental Dwelling Units  
2 which are subject to the terms of this Ordinance shall, on or before July 1, 1999, be required to  
3 submit name, address, and local telephone number of the Owner, Owner's Agents, and Tenant(s)  
4 pursuant to the terms of this Ordinance. This will be an obligation of Owners whether or not a new  
5 lease and/or a new Tenant relationship has been entered into during that time period prior to July 1,  
6 1999. The Owner or Owner's agent shall be required to submit a \$5.00 processing fee, with the  
7 submission of its report to the NCE department. An Owner's failure to comply with this provision  
8 shall be a violation of this Ordinance, subject to penalties as set forth in subsection (I) of this Section  
9 152.25 of the Fort Wayne Code of Ordinances.

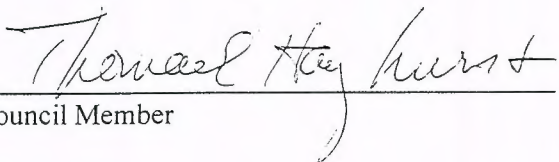
10  
11 **SECTION 3. Severability.** Should any section, paragraph, sentence, clause or phrase of this  
12 Ordinance be declared unconstitutional or invalid for any reasons, the remainder of said Ordinance shall not  
13 be affected thereby.

14  
15 **SECTION 4. Conflict of Ordinances.** In any case where a provision of this Ordinance is found  
16 to be in conflict with any provision of any ordinance or standard of the City of Fort Wayne, the provision  
17 which establishes the higher standard for the promotion and protection of the health and safety of the people  
18 shall prevail. If any provisions of this ordinance are in conflict with state law, the state law prevails.

19  
20 **SECTION 5. Pending Actions.** This Chapter shall not be construed or held to repeal any former  
21 Ordinance as to any offense committed against such former ordinance or as to any act done, any penalty,  
22 forfeiture or punishment so incurred or any right accrued or claim arising under the former ordinance.

23  
24 **SECTION 6. Sunset Provisions.** Unless extended by subsequent Ordinance or other action by  
25 the Common Council of the City of Fort Wayne, this Ordinance will cease to be in effect as of June 30, 2002.  
26 On or about July 1, 2001, the NCE department shall evaluate the effectiveness of this Ordinance and shall  
27 issue its findings to the members of the Common Council of the City of Fort Wayne, which findings shall  
28 be issued not later than November 1, 2001.

29  
30 **SECTION 7.** Except as limited by Section 6 of this Ordinance, this Ordinance shall be in full force  
31 and effect from and after its passage, any and all necessary approval by the Mayor and any publication or  
32 other notice required by Indiana law.

33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
  
Council Member

40  
41  
42  
43  
**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
Joseph G. Bonahoom, Attorney for City Council

W:\JGB\373.001\1041.ORD